

CPCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

ASSESSMENT SUMMARY

The assessment activities for *CPCBC4009B Apply legal requirements to building and construction projects* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	Sophie Scott
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Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
Outcome for Unit of Competency	☐ Competent	☐ Not Yet Competent

Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

CPCCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

THEORY EXAM INSTRUCTIONS

- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that this is your own work.
- Assessors are to complete marking in pen of a different colour to the Participant.
- If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 - If a Participant changes their response in writing, they must put their initials next to the written change.
 - If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name Sophie Scott

Participant signature 

Date 23/03/2021

Assessor name _____

Assessor signature 

Date Click here to enter a date.

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
		Satisfactory	Not Yet Satisfactory
48		☐	☐

Q1. Identify the legislation (Act and/or Regulation) in your region relating to builder licensing or registration.

Answer Queensland Building and Construction Commission Act 1991 (Qld),



Q2. Select one (1) licence class and identify the scope of work that is allowed by a builder in this class. List the section(s) of the legislation that identifies these requirements.

Answer

Section(s) of legislation	Scope of work
Builder Low-Rise	Building work on a class 1 or class 10 building Building work on classes 2 to 9 buildings with a gross floor area not more than 2000m², but not including Type A or Type B construction Building work that consists of non-structural work on a building, regardless of— the class of the building; or the gross floor area of the building Prepare plans and specifications if the plans and specifications are: - for the licensee's personal use, or - for use in building work to be performed by the licensee personally.



Q3. Select one (1) licence class and identify the requirements under the legislation for supervisors. List the relevant section(s) of the legislation.

Answer

Section(s) of legislation	Requirements
	A site supervisor licence entitles you to personally oversee and direct building work to ensure it is: • in accordance with the plans and specifications set out in the contract for the work, and • of a standard expected of a competent holder of a contractor licence of the relevant class. A site supervisor licence holder cannot contract or subcontract to carry out building work and cannot be a nominee for a company.



	A site supervisor must be an employee and cannot contract out his/her supervision. To do this you must hold a contractor's licence.
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Q4. Select one (1) licence class and identify the requirements under the legislation for managers. List the relevant section(s) of the legislation.

Answer

Section(s) of legislation	Requirements
Project Management	Provide any of the following for a consumer or a principal, for all classes of building work: administration services advisory services management services, other than coordinating the scheduling of building work by building contractors, including as agent for another person. If appointed as a superintendent* under the contract, you can perform the following functions: administer the contract on behalf of a principal for the contract certify timing, quality and cost matters under the contract.



Q5. Name the Act and identify the section that outlines the primary duty of care regarding safety on site. Briefly describe the requirements.

Answer

Section of Act	Requirements
Work Health and Safety Act 2011 Division 2	(1) A person conducting a business or undertaking must ensure, so far as is reasonably practicable, the health and safety of— (a) workers engaged, or caused to be engaged by the person; and (b) workers whose activities in carrying out work are influenced or directed by the person; while the workers are at work in the business or undertaking. (2) A person conducting a business or undertaking must ensure, so far as is reasonably practicable, that the health and safety of other persons is not put at risk from work carried out as part of the conduct of the business or undertaking.



Q6. Name the Act and identify the section that outlines the duties of workers regarding safety on site. Briefly describe the requirements, including those for monitoring.

Answer

Section of Act	Requirements
Work Health and Safety Act 2011 Division 4	While at work, a worker must— (a) take reasonable care for his or her own health and safety; and (b) take reasonable care that his or her acts or omissions do not adversely affect the health and safety of other persons; and (c) comply, so far as the worker is reasonably able, with any reasonable instruction that is given by the person conducting the business or undertaking to allow the person to comply with this Act; and (d) co-operate with any reasonable policy or procedure of the person conducting the business or undertaking relating to health or safety at the workplace that has been notified to workers.



Q7. Name the Regulation and identify the section that outlines the requirements regarding compliance with safe work method statements. Briefly describe the requirements.

Answer

Section of Regulation	Requirements
Work Health and Safety Regulation 2011 (Qld) Division 2	(1) A person conducting a business or undertaking that includes the carrying out of high-risk construction work must put in place arrangements for ensuring that high risk construction work is carried out in accordance with the safe work method statement for the work. (2) If high risk construction work is not carried out in accordance with the safe work method statement for the work, the person must ensure that the work— (a) is stopped immediately or as soon as it is safe to do so; and (b) resumed only in accordance with the statement.



- Q8. Name the Regulation and identify the section that outlines the requirements for site signage when undertaking construction work. Briefly describe the requirements.**

Answer

Section of Regulation	Requirements
Work Health and Safety Regulation 2011 (Qld) Division 2	Specific control measure—signage identifying principal contractor The principal contractor for a construction project must ensure that signs are installed, that— (a) show the principal contractor's name and telephone contact numbers (including an afterhours telephone number); and (b) show the location of the site office for the project, if any; And (c) are clearly visible from outside the workplace, or the work area of the workplace, where the construction project is being undertaken.

☐

- Q9. Name the Regulation and identify the section that outlines the requirements for signage in confined spaces. Briefly describe the requirements.**

Answer

Section of Regulation	Requirements
Work Health and Safety Regulation 2011 (Qld)	(1) A person conducting a business or undertaking must ensure that signs that comply with subsection (2) are erected— (a) immediately before work in a confined space commences and while the work is being carried out; and (b) while work is being carried out in preparation for, and in the completion of, work in a confined space. (2) The signs must— (a) identify the confined space; and (b) inform workers that they must not enter the space unless they have a confined space entry permit; and (c) be clear and prominently located next to each entry to the space.

☐

- Q10. Identify a relevant Code of Practice relating to traffic management safety signage. Briefly describe the requirements.**

Answer

Code of Practice name	Requirements
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☐

Traffic management for construction or maintenance work Code of Practice 2008	It is the responsibility of a principal contractor or PCBU, in accordance with the MUTCD Part 3, to ensure that: • all signs and traffic control devices for construction work or maintenance activities are erected, and • the placement of speed restriction signing and protective barriers are erected.
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Q11. Identify the Volume and Parts of the NCC that relate to energy efficiency of building fabric for Classes 1 and 10, and Classes 2 to 9.

Answer	Classes 1 and 10	Classes 2 to 9	☐
	Volume Two Part 3.12.1	Volume One Part J1	

Q12. Which Australian Standard is referenced in the NCC with regards to the requirements for building fabric thermal insulation?

Answer	AS/NZS 4859.1	☐
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Q13. Identify the legislation (Act and/or Regulation) in your region relating to sustainable housing.

Answer	Sustainable Planning Regulation 2009	☐
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Q14. Identify the legislation (Act and/or Regulation) in your region relating to noise standards when undertaking building work.

Answer Environmental Protection Regulation 2019

☐

Q15. Briefly describe the Local Council requirements with regards to building work noise.

Answer If noise from building work can be heard from within the affected building during the following times, the person carrying out the building work may be issued with a fine.

- 6.30pm to 6.30am Monday to Saturday
- Any time on Sunday or public holidays

☐

Q16. Briefly describe the insurance that a builder must obtain to insure the residential building work over \$10,000.

Answer Queensland Home Warranty Insurance

☐

Q17. Identify the legislation (Act name and relevant section) that requires an employer to insure workers in the event of accidents or illness.

Answer Workers' Compensation and Rehabilitation Act 2003 Part 2 Division 1

☐

Q18. To ensure that a legally binding contract exists between yourself and a client, what must exist?

Answer ☐

An offer by Party 1 Acceptance by Party 2 An intention by both parties to create legal relations Consideration

Q19. What federal and state/territory fair trade legislation should be referred to for guidance on the following:

- Consumer transactions (e.g. payment of supplier invoices)
- Issues where the client is unhappy with the work undertaken

Answer ☐

Federal	State or territory
Fair Work (Building Industry) Act 2012	Building Industry Fairness (Security of Payment) Act 2017

Q20. Identify the legislation (Act name and relevant section) that identifies that an employer is to pay payroll tax.

Answer ☐

Queensland is the Payroll Tax Act 1971 (Qld). Subdivision 2.
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Q21. Payroll tax is a self-assessed tax on the wages that employers pay to their Queensland employees when the total wages are more than \$_____.

Answer ☐

1.3 million

Q22. Identify the legislation (Act name and relevant division) that identifies who is required to be registered and who may be registered for Goods and Services Tax (GST).

Answer A New Tax System (Goods and Services Tax) Act 1999, Division 23

☐

Q23. Business owners should register for GST if their business' gross income is more than \$_____.

Answer \$75,000

☐

Q24. Identify the two legislative Acts that identify the rights and entitlements of contractors.

Answer Independent Contractors Act 2006 and the Fair Work Act 2009

☐

Q25. Identify one (1) standardised domestic building contract that may be used for renovation jobs under \$15,000 that do not affect footings or foundations.

Answer Level 1 - Renovation, Extension and Repair Contract

☐

Q26. Identify one (1) standardised commercial building contract that may be used where a lump sum price cannot be established.

Answer Early Contractor Involvement Construct Only (eg AS 4916, modified AS 4000 or modified AS 2124)

☐

Q27. Identify the legislation (Act name and relevant section) that identifies when development under a development approval may start.

Answer Planning Act 2016 (Qld) Part 5

☐

Q28. True or False (Tick your response): The bank lending you money will sometimes have special requirements for progress payments, this may be included as additional clauses in the contract.

Answer

☒	True
☐	False

☐

Q29. Identify the Parts of the *Fair Work Act 2009* (Cth) that address Awards and Enterprise agreements.

Answer

Awards	Enterprise Agreements
Division 2 Subdivision C	Division 2 Subdivision D

☐

Q30. True or False (Tick your response): Awards set out the minimum wages and conditions an employee is entitled to.

Answer

☒	True
☐	False

☐

Q31. Identify two (2) awards that may apply to those working in the building and construction industry.

Answer Building and Construction General On-site Award 2020
Mobile Crane Hiring Award

☐

Q32. True or False (Tick your response): When a workplace has a registered agreement the award doesn't apply, but the base pay rate can't be less than that in the award.

Answer

☒	True
☐	False

☐

Q33. True or False (Tick your response): Award an agreement free employees may have an employment contract.

Answer

☒	True
☐	False

☐

Q34. True or False (Tick your response): Subcontract companies do not need to comply with your company's policy and obligations.

Answer

☐	True
☒	False

☐

Q35. Identify the subcontractors who still need to hold a licence.

Answer

If the work is plumbing, drainage, gas fitting, termite management, chemical or fire protection, a sub-trade contractor needs to hold an occupational licence. A contractor licence is required if the work is for a completed building inspection.

☐

Q36. List two (2) proactive measures that may be taken to ensure discrimination and harassment are not practiced in the workplace.

Answer

- Implementing the principles of equal employment opportunity
- Ensuring your workplace is consistent with workplace standards regarding anti-discrimination and workplace harassment

☐

Q37. Identify the section of the *Racial Discrimination Act 1975* (Cth) that identifies that racial discrimination is unlawful. Briefly explain the section.

Answer

Section of Act	Requirements
Part II—Prohibition of racial discrimination	It is unlawful for a person to do any act involving a distinction, exclusion, restriction or preference based on race, colour, descent or national or ethnic origin which has the purpose or effect of nullifying or impairing the recognition, enjoyment or exercise, on an equal footing, of any human right or fundamental freedom in the political, economic, social, cultural or any other field of public life.

☐

Q38. Identify the section of the *Sex Discrimination Act 1984* (Cth) that identifies that sexual harassment is unlawful. Briefly explain the section.

Answer

Section of Act	Requirements
Division 3	(1) It is unlawful for a person to sexually harass: (a) an employee of the person; or (b) a person who is seeking to become an employee of the person.

☐

Q39. Identify the legislation (Act name and relevant section) that identifies the wages and employment conditions for apprentices and trainees.

Answer Industrial Relations Act 2016 (Qld), Part 5

☐

Q40. True or False (Tick your response): An apprentice or trainee is not entitled to the same employment conditions as other employees in the workplace.

Answer

☐	True
☒	False

☐

Q41. Identify the legislation (Act name and relevant section) that requires consultation with workers on matters relating to work health or safety.

Answer Work Health and Safety Act 2011, Part 5

☐

Q42. List three (3) ways that reference material on industrial relations or legal information may be made available to employees.

Answer Electronic communication
Face to face meeting
Newsletter

☐

Q43. Which of the following are good processes for addressing disputes?
Tick all that apply.

Answer

Choice	Possible Answers
☒	Act quickly
☒	Discuss options for fixing the problem
☒	Follow up with the customer
☒	Get all the facts
☒	Keep your promises
☐	Listen to the complaint
☐	Record details of the complaint

☐

Q44. When handling a dispute, what document should you refer to for details on the obligations of each party to an agreement?

Answer The contract

☐

Q45. Which of the following should be addressed in a company's policy for handling customer complaints? Tick all that apply.

Answer

Choice	Possible Answers
☒	Explanation of how to make a formal complaint
☒	Information about commitment to continuous improvement
☒	Some of the solutions offered to resolve complaints
☒	Steps to be taken in discussing, addressing and resolving complaints

☐

Q46. True or False (Tick your response): Dispute resolution procedures should be based on company policies.

Answer

☒	True
☐	False

☐

Q47. What are the benefits of documenting disputes and their outcomes?

Answer It can be useful in avoiding or resolving disputes.

☐

Q48. True or False (Tick your response): You should keep records of all complaints in one central place or register.

Answer

☒	True
☐	False

☐

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APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

PRACTICAL ASSESSMENT INSTRUCTIONS

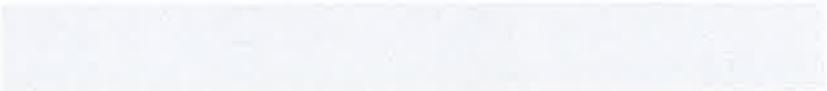
- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Sophie Scott

Participant signature 

Date 23/03/2021

Assessor name _____

Assessor signature 

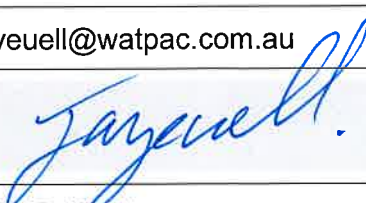
Date Click here to enter a date.

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	☐	☐
Task 1 (Occasion 2)	☐	☐

ASSESSOR COMMENTS

CPCCBC4009B

APPLY LEGAL REQUIREMENTS TO BUILDING AND CONSTRUCTION PROJECTS

Practical Task 1 (2X)		
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to apply legal requirements to building and construction projects: - Occasion 1: Residential buildings - Occasion 2: Low rise commercial buildings (Class 1 and 10 construction and Classes 2 to 9 with a gross floor area not exceeding 2000 square metres, not including Type A or Type B construction) The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - Copies of any licences - Business insurance Certificates of Currency - A copy of a WHS Policy - A copy of an Environmental Policy - If an employer - copies of employee records, apprenticeship papers - Sub-contractor agreements or a copy of a sub-contract - A copy of a Business Activity Statement - A copy of a business tax invoice that references relevant legislation - A copy of a Dispute Resolution Procedure or documentary evidence of a dispute The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.		
Resources required: Computer, Telephone, Building Contract.		
Assessment of task		
Name of participant:	Sophie Scott	
Name of observer:	Jasper Yeuell	
Role of observer (Confirm suitability to sign)	Contracts Administrator	
Email address of observer	jyeuell@watpac.com.au	
Signature of observer:		
Date:	23/03/2021	
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.	
	1 st Occasion	2 nd Occasion
1 Legal obligations		
1.1A. Research and apply licensing or registration legislation relevant to the region, including classifications for builders, supervisors and managers.	☒	☒

1.1B.	Research, apply and monitor safety legislation and regulations applicable to on-site construction, including site safety signage requirements.	☒	☒
1.1C.	Research and apply codes, Acts, regulations, by-laws and standards applicable to: - Construction of the particular building project - Insurance - Sustainability - Environmental matters	☒	☒
1.1D.	Set up and administer financial systems in compliance with legislation, including: - Payroll, including payment of wages, and subcontractor and supplier invoices - GST systems in compliance with legislation	☒	☒
1.1E.	Meet building contract obligations through: - Observing common law principles, legislation, regulations, fair trading requirements - Selecting the correct form of contract for the project - Carrying out the work in accordance with contractual obligations - Meeting contractual conditions, including communicating with local or regulatory authorities on matters regarding approvals and financial matters	☒	☒
2 Industrial relations obligations			
1.2A.	Research and apply relevant industrial relations policies and obligations, referring to relevant authorities	☒	☒
1.A.	Identify and contract subcontract companies that comply with company policy and obligations.	☒	☒
1.2B.	Apply relevant awards to contracts.	☒	☒
1.2C.	Use workplace agreements in accordance with company policy.	☒	☒
1.2D.	Take proactive measures to ensure discrimination and harassment and not practiced in the workplace, referring to anti-discrimination and equal employment opportunity legislation.	☒	☒
1.2E.	Identify and apply provisions of training agreements.	☒	☒
1.2F.	Make available to employees any reference material on access to industrial relations or legal information.	☒	☒
3 Dispute resolution processes			
1.3A.	Apply organisational dispute resolution processes.	☒	☒
1.3B.	Deal with customer complaints according to company policy.	☒	☒
1.3C.	Document disputes, recording and maintaining outcomes.	☒	☒
1.3D.	Effectively communicate using the following methods: - Language/concepts appropriate to cultural differences - Non-verbal communication - Written skills – using memo, letter, facsimile or email	☒	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory			

HEALTH, SAFETY, ENVIRONMENT AND QUALITY (HSEQ) POLICY

BESIX Watpac considers excellence in health, safety and environmental performance, quality of service and client satisfaction essential components to the long term sustainability of our business.

Our goal is to achieve a high level of HSEQ performance for the benefit of all stakeholders, including employees, clients, subcontractors, suppliers and the local communities in which we work.

Our Values

BESIX Watpac promotes an organisational culture in which the principles of HSEQ are highly valued and upheld through the BESIX Watpac core values:

- Excellence
- Passion
- Respect
- Co-creation
- Unity

Our Commitments

BESIX Watpac is committed to:

- Providing a high standard of service;
- Conducting our activities in a safe and sustainable manner which includes protection of the environment;
- Mitigating foreseeable hazards through proactive risk management practices;
- Continual improvement of our health, safety, environmental and quality management systems;
- Consistently meeting stakeholder expectations;
- Compliance to applicable legal and other requirements including voluntary commitments; and
- Providing effective HSEQ information, instruction and training to our employees and sub-contractors.

Our Actions

BESIX Watpac will achieve this by:

- Providing visible support and leadership, with clear accountabilities and expectations that encourages employee, subcontractor and supplier participation in achieving our HSEQ goal;
- Establishing and maintaining documented and communicated HSEQ management systems certified to AS/NZS 4801, ISO 14001 and ISO 9001;
- Providing and maintaining a proactive HSEQ risk management framework across all aspects of our business;
- Ensuring effective consultation, communication strategies and processes are in place which allows all stakeholders to have input and provide feedback on HSEQ matters;
- Setting clear, achievable and measurable objectives plus targets that promote continual improvement of our HSEQ management systems and performance.

BESIX Watpac empowers, promotes and supports all personnel in making the necessary decisions to ensure the intent of this policy is upheld.


JEAN-POL BOUHARMONT
Chief Executive Officer

01/09/ 2020

Date

BETWEEN

Watpac Construction Pty Limited
ACN 010 462 816

AND.

Enter Subcontractor Company Name
ACN: [insert]
Licence Number: [insert]



Minor Works Subcontract Agreement (QLD)

PROJECT NAME:
[insert]

PROJECT NUMBER:
[insert]

SUBCONTRACT PACKAGE:
[insert]

SUBCONTRACT NUMBER:
[insert]

FORMAL INSTRUMENT OF AGREEMENT

Subcontract No: [insert]

This agreement is between:

Watpac Construction Pty Ltd (ACN 010 462 816) of Level 1, 12 Commercial Road, Newstead Queensland 4006. Fax number: Enter Watpac Fax Number
("Watpac")

- and -

Enter Subcon Co Name, (ACN Enter Subcon ACN) of Enter Subcontractor Address Fax number: Enter Subcontractor Fax Number
("the Subcontractor")

Introduction

- A. Watpac has entered into a head contract with the Principal to build certain works.
- B. Watpac has requested the Subcontractor to perform and complete, in accordance with the provisions of the Subcontract, the Subcontract Works which the Subcontractor has agreed to do.

Operative

1. Watpac and the Subcontractor agree to carry out and complete their respective obligations in accordance with the Subcontract.
2. In consideration for the Subcontractor performing its obligations under the Subcontract, Watpac agrees to pay the Subcontractor the Subcontract Sum and perform its other obligations in accordance with the Subcontract.

EXECUTION

The Subcontract is executed by **Watpac Construction Pty Ltd ACN 010 462 816** by its duly authorised officer

.....
Authorised Officer

.....
Signature of witness

.....
Name (print)

.....
Name of witness

.....
Date

.....
Address of witness

The Subcontract is executed by **Enter Subco Co Name ACN Enter Subco ACN** by its duly authorised officer

.....
Authorised Officer

.....
Signature of witness

.....
Name (print)

.....
Name of witness

.....
Date

.....
Address of witness

GENERAL CONDITIONS OF SUBCONTRACT

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following words have the following meanings:

"Building Code" means the Code for the Tendering and Performance of Building Work 2016.

"Business Day" means:

- (a) in respect of clause 4.3, any day other than:
 - (i) a Saturday, Sunday or public holiday, special holiday or bank holiday in the State of Queensland; or
 - (ii) 22- 24 December, 27-31 December and 2-10 January; and
- (b) to the extent paragraph (a) does not apply, any day other than a Saturday, Sunday or public holiday, special holiday or bank holiday in the State of Queensland.

"Date for Practical Completion" means the date by which the Subcontract Works and the Work Under the Subcontract are to have reached Practical Completion, as determined having reference to Watpac's Program.

"Date of Practical Completion" means the date on which Practical Completion was reached.

"Deed of Release" means the duly completed deed of release referred to in clause 4.5.

"Defect" means any error, defect, shrinkage, fault or omission in or from, or any incompleteness of, the Subcontract Works, and includes any part of the Subcontract Works not in accordance with the Subcontract.

"Defects Liability Period" means the period commencing on the Date of Practical Completion and ending on the date specified in the Details, as that period may be extended in accordance with the Subcontract.

"Direction" or **"Direct"** includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

"Electronic Portal" means the electronic portal or document management system (if any) nominated in the Details.

"Entitlement" includes any claim, right or entitlement for any increase in the Subcontract Sum, for payment of money (including damages), for an extension of time or any other allowance:

- (a) under, arising out of, or in connection with, the Subcontract, including any Direction of Watpac; or
- (b) arising out of, or in connection with, the Work Under the Subcontract, the Subcontract Works or either party's conduct before the date of the Subcontract or otherwise at Law.

"Final Payment Reference Date" means the date that is the later of:

- (a) 10 Business Days after the Date of Practical Completion;
- (b) the date on which the Subcontractor has provided to Watpac Lodgement Documentation dated, and completed, no earlier than the date of submission of the relevant Lodgement Documentation (which must be no earlier than 10 Business Days after the Date of Practical Completion); and
- (c) the date on which the Subcontractor has complied with each of clauses 2.1, 2.2, 5.5, and 5.6.

"Insolvency Event" includes the happening of any of these events in relation to the Subcontractor:

- (a) the Subcontractor is insolvent or is financially unable to proceed with the Subcontract;
- (b) where the Subcontractor is a body corporate:
 - (i) notice is given of a meeting of creditors with a view to the Subcontractor entering a deed of company arrangement, entering a scheme of arrangement or composition with creditors or placing the corporation under official management;
 - (ii) the Subcontractor enters into a deed of company arrangement, scheme of arrangement or composition with creditors;
 - (iii) a receiver, receiver and manager, controller or administrator, liquidator or provisional liquidator is appointed;
 - (iv) a winding up order is made in respect of the Subcontractor;
 - (v) the Subcontractor resolves by special resolution that it be wound up voluntarily (other than for a members' voluntary winding-up) or placed under official management;

- (vi) the Subcontractor is deregistered under the Corporations Act 2001 (Cth); or
- (vii) the Subcontractor becomes an externally-administered body corporate under the Corporations Act 2001 (Cth); or
- (c) where the Subcontractor is a natural person:
 - (i) the Subcontractor is made bankrupt; or
 - (ii) the Subcontractor commits an act of bankruptcy.

"**Law**" includes any requirement of any statute, rule, regulation, proclamation, order in council, ordinance or by-law whether commonwealth, state, territorial or local, common law, equity and approvals required by relevant authorities.

"**Lodgement Documentation**" means a statutory declaration in the form set out in Schedule 3 by the Subcontractor, or where the Subcontractor is a corporation, by a representative of the Subcontractor who is in a position to know the facts attested to.

"**Practical Completion**" in respect of the Subcontract Works has the meaning given to the term "practical completion", "Practical Completion", "Completion" or similar under the head contract between Watpac and the Principal.

"**Principal**" means the principal identified in the Details.

"**Progressive Payment Claim Reference Date**" means, in respect of each month until the earlier of:

- (a) termination of this Subcontract;
- (b) the date Watpac exercises its right under clause 5.11(d) to take the whole of the Work Under the Subcontract out of the hands of the Subcontractor; and
- (c) the Date of Practical Completion,

the date of that month (if any) that is the later of:

- (d) the date of that month specified in the Details;
- (e) the date of that month on which the Subcontractor has provided to Watpac Lodgement Documentation dated, and completed, no earlier than the date of submission of the relevant Lodgement Documentation (which must be no earlier than the date specified in the Details); and
- (f) the date of that month on which the Subcontractor has complied with each of clauses 2.1, 2.2, 5.5, and 5.6.

"**Queensland Code**" means the Queensland Code of Practice for the Building and Construction Industry.

"**Security of Payment Legislation**" means the *Building and Construction Industry Payments Act 2004* (Qld) or the *Building Industry Fairness (Security of Payment Act) 2017* (Qld) (as applicable).

"**Reference Date**" means any one of the following:

- (a) a Progressive Payment Claim Reference Date; and
- (b) the Final Payment Reference Date.

"**Site**" means the location for the Subcontract Works identified in the Details and any other land or places provided by Watpac for the purpose of the Work Under the Subcontract.

"**Subcontract**" means the agreement between Watpac and the Subcontractor as constituted by the Formal Instrument of Agreement, the General Conditions of Subcontract, Schedule 1, Schedule 2, Schedule 3, Schedule 4, the Technical Documents and any other documents set out in the Details.

"**Subcontract Sum**" means:

- (a) where the Details provides that Watpac has accepted a lump sum for all Work Under the Subcontract, that lump sum, as adjusted in accordance with the Subcontract;
- (b) where the Details provides that Watpac has accepted rates for Work Under the Subcontract, the sum of the products ascertained by multiplying the measured quantity of each section or item of such work actually carried out in accordance with the Subcontract by the rates set out in Schedule 2 for the section or item; or
- (c) where the Details provides that Watpac has accepted a lump sum for certain Work Under the Subcontract and rates for other Work Under the Subcontract, the aggregate of the lump sum and the sum calculated in the manner referred to in paragraph (b).

"**Subcontract Works**" means the whole of the work to be carried out and completed in accordance with the Subcontract, including Variations, which by the Subcontract is to be handed over to Watpac.

"**Technical Documents**" means Schedule 5 and the drawings, specifications, technical scope of works and other documents referred to, listed or set out in Schedule 5.

"**Variation**" means any variation to the Subcontract Works or the Work Under the Subcontract, including by:

- (a) increasing, decreasing or omitting any part;
- (b) changing the character or quality;
- (c) changing the levels, lines, positions or dimension;
- (d) carrying out additional work; or
- (e) demolishing or removing material or work no longer required by Watpac.

"**Watpac Entity**" means a subsidiary or related body corporate of Watpac.

"**Watpac Management Plans**" means the management plans provided to the Subcontractor by Watpac, as may be amended from time to time.

"**Watpac's Program**" means the construction program developed by Watpac and made available to the Subcontractor, as may be amended, updated or replaced by Watpac from time to time.

"**WHS Act**" means the *Work Health and Safety Act 2011* (Qld).

"**WHS Regulation**" means the *Work Health and Safety Regulation 2011* (Qld).

"**Work Under the Subcontract**" means the work which the Subcontractor is or may be required to carry out and complete under the Subcontract and includes Variations, the rectification of Defects and the provision of construction plant and temporary works.

1.2 Interpretation

Unless and to the extent that the context otherwise requires or indicates, words used in these Conditions of Subcontract have the meanings set out in clause 1.1. "Including" and similar expressions are not words of limitation. Unless the Subcontract expressly provides otherwise, any and all of the Subcontractor's obligations are to be discharged by the Subcontractor at its own cost and expense. The Subcontract is governed and construed in accordance with the laws of Queensland.

2. PERFORMANCE AND QUALITY

2.1 The Subcontractor must carry out and complete the Work Under the Subcontract to the reasonable satisfaction of Watpac and in accordance with the Subcontract, all Laws, best industry practice and the National Construction Code. The Subcontractor must comply with all Directions given by Watpac.

2.2 The Subcontractor warrants to Watpac, in addition to and without limiting any other warranty given or obligation assumed by the Subcontractor, that:

- (a) the Work Under the Subcontract will be performed with due skill, care and diligence, in a proper and workmanlike manner and in accordance with highly competent standards of the respective trades, and otherwise in accordance with the Subcontract;
- (b) the Work Under the Subcontract will be performed in accordance with all Laws and the Subcontract Works will, upon Practical Completion, comply with all Laws;
- (c) the Subcontract Works will, upon Practical Completion, be fit for their intended purpose and otherwise meet the standards required by the Subcontract; and
- (d) the materials used or incorporated into the Subcontract Works are not banned or otherwise prohibited under any Law, including the *Queensland Building and Construction Commission Act 1991* (Qld) ("**QBCC Act**"), and are not otherwise a nonconforming building product for an intended use (as that term is defined in the QBCC Act).

The Subcontractor acknowledges that Watpac has entered into the Subcontract in reliance on the warranties contained in the Subcontract, including this clause 2.2.

2.3 Unless Watpac Directs otherwise, the Subcontractor must apply for and obtain all approvals required by authorities or Law for the performance of the Work Under the Subcontract or the use of the Subcontract Works. The Subcontractor must comply with the Watpac Management Plans and any other management system nominated by Watpac. The Subcontractor must provide Watpac with access to its management systems to enable monitoring and compliance auditing. Compliance with this clause 2.3 shall not relieve the Subcontractor of any obligation under the Subcontract.

2.4 Where the design and documentation of the Subcontract Works is not complete, or where otherwise required by the Subcontract, the Subcontractor must carry out and complete all tasks necessary to design, document and specify the Subcontract Works, including preparation of the design and all relevant design documents (including shop drawings). Any drawings or related documentation to be

prepared by the Subcontractor must be submitted to Watpac within sufficient time for Watpac to review that design or documentation, and for re-design work or amendment of design or documentation to be carried out by the Subcontractor without causing delay to the progress of the Work Under the Subcontract. No review of, comment upon or approval or rejection of, or failure to review, comment upon, approve or reject, any documents supplied by the Subcontractor or any other Direction (including an approval) by or on behalf of Watpac about such documents shall relieve the Subcontractor from, or otherwise limit, alter or affect, the Subcontractor's liabilities or responsibilities under the Subcontract or otherwise at Law or prejudice Watpac's rights against the Subcontractor. The Subcontractor must notify Watpac of any error, omission, inconsistency, ambiguity or discrepancy in, from or between the documents constituting the Subcontract, and must comply with any Direction given by Watpac to resolve any such error, omission, inconsistency, ambiguity or discrepancy. The Subcontractor has no Entitlement arising out of any such Direction, or any problem, difficulty or complexity relating to methods or techniques for the performance of the Work Under the Subcontract or the co-ordination or integration of the Work Under the Subcontract or the Subcontract Works.

- 2.5** If a Defect exists at any time prior to the expiry of the relevant Defects Liability Period, the Subcontractor must promptly rectify it, unless Directed otherwise in writing by Watpac. Watpac may Direct the time within which Defect rectification work must be commenced and completed. The Subcontractor must carry out Defect rectification work at times and in a manner which causes as little inconvenience as is reasonably possible to the users and occupants of the Site. The Subcontractor must give Watpac sufficient prior notice of its proposed attendance so that Watpac can give at least 2 Business Days' notice to the Principal and the occupier (except in case of emergency).

The Defects Liability Period that applies in respect of any Defect rectified by the Subcontractor shall be extended until the date that is the later of:

- (a) the date that is 12 months after the completion of the rectification of the Defect; and
- (b) the date that is 12 months after practical completion under the head contract between Watpac and the Principal.

3. TIMING

- 3.1** The Subcontractor must carry out and complete the Work Under the Subcontract with due expedition and without delay, in accordance with Watpac's Program, and achieve Practical Completion by the Date for Practical Completion. Watpac may Direct the sequence and timing of the Work Under the Subcontract (or any part of the Work Under the Subcontract). The Subcontractor acknowledges and agrees that it has reviewed Watpac's Program and that the completion of the Subcontract Works in accordance with Watpac's Program is achievable. The Subcontractor shall have no Entitlement arising out of or in connection with any update to, or amendment or replacement of, Watpac's Program. If the Subcontractor is not maintaining a rate of progress in accordance with the Subcontract, Watpac may order the Subcontractor to work overtime or take other measures at its own cost to remedy the rate of progress.

- 3.2** The Subcontractor may make a written claim for an extension of time to the Date for Practical Completion if it is or will be delayed in achieving Practical Completion by a breach of the Subcontract by Watpac, if a Variation is Directed under clause 4.7, or any other act or omission of Watpac. A claim for an extension of time must be submitted by the Subcontractor to Watpac within 5 days of the commencement of the event, occurrence or matter causing the delay and contain such information as Watpac may require. It is a condition precedent to the Subcontractor's entitlement to an extension of time to the Date for Practical Completion that the Subcontractor has not caused or contributed to the cause of delay and the Subcontractor has strictly complied with this clause 3.2. If the Subcontractor is entitled to an extension of time to the Date for Practical Completion, Watpac shall grant a reasonable extension of time.

- 3.3** Failure by Watpac to grant a reasonable extension of time shall not set time at large. Regardless of whether or not the Subcontractor is entitled to an extension of time, Watpac may (in its absolute and sole discretion) at any time and from time to time, by notice in writing extend the Date for Practical Completion for any reason. Watpac is not obliged to exercise this power in this clause 3.3 reasonably or for the benefit of the Subcontractor.

- 3.4** The Subcontractor accepts and assumes the risk of and responsibility for all increased costs, losses, expenses and damages (including damages for breach of contract) howsoever suffered or incurred in the execution of the Work Under the Subcontract resulting from delay or disruption in the progress of the Work Under the Subcontract.

4. SUBCONTRACT SUM, PAYMENTS AND ADJUSTMENTS

- 4.1** Watpac must, subject to the terms of the Subcontract, pay the Subcontractor the Subcontract Sum.

- 4.2** The Subcontractor must submit claims for payment (each a "payment claim") to Watpac progressively on:

- (a) each relevant Progressive Payment Claim Reference Date, for Work Under the Subcontract completed to the date specified in the Details; and

- (b) on the Final Payment Reference Date.

Each payment claim must be in a form approved by Watpac and must include:

- (c) details of the value of the Work Under the Subcontract performed;
- (d) properly completed Lodgement Documentation, dated, and completed, no earlier than the date of the payment claim; and
- (e) such other information and documents as Watpac may require.

Each Reference Date is, for the purposes of the Security of Payment Legislation, a "reference date".

4.3

Within 10 Business Days (or if the relevant payment claim is a "complex payment claim" as defined under the Security of Payment Legislation, 15 Business Days) of receipt of a payment claim under clause 4.2 or clause 4.5, Watpac may issue a payment schedule to the Subcontractor. A payment schedule will set out:

- (a) the payment claim (if any) to which the payment schedule relates;
- (b) Watpac's determination of:
- (i) the moneys due from Watpac to the Subcontractor; and
- (ii) if Watpac determines that no moneys are due from Watpac to the Subcontractor, Watpac's determination of the moneys due from the Subcontractor to Watpac; and
- (c) if the amount referred to in (b)(i) of this clause 4.3 is less than the amount claimed in the relevant payment claim, the reasons for the difference and, if it is less because of the withholding of payment for any reason, the reasons for withholding payment.

The amount (if any) set out in a payment schedule as the amount of payment which is due from Watpac to the Subcontractor is, for the purposes of sections 12, 13, 14 and 15 of the Security of Payment Legislation, the amount of the "progress payment" (as defined in the Security of Payment Legislation) calculated in accordance with the Subcontract which the Subcontractor is entitled to be paid under the Subcontract. Failure by Watpac to set out in a payment schedule an amount which Watpac is entitled to retain, deduct, withhold or set off (whether under the Subcontract or otherwise) from the amount which would otherwise be payable to the Subcontractor by Watpac will not prejudice Watpac's right to subsequently exercise that right to retain, deduct, withhold or set off any amount. Watpac may issue a payment schedule whether or not the Subcontractor makes (or is entitled to make) a payment claim. Watpac may, in any payment schedule, correct any error in a previous payment schedule.

4.4

If Watpac, in its payment schedule, determines an amount as payable by:

- (a) Watpac to the Subcontractor, Watpac must (subject to clauses 4.6 and 4.8) pay the Subcontractor the amount assessed within the period stated in the Details; or
- (b) the Subcontractor to Watpac, the Subcontractor must pay Watpac the amount assessed within 5 days of the issue of the payment schedule.

4.5

On the Final Payment Reference Date, the Subcontractor must give Watpac its final payment claim entitled "Final Payment Claim" being a payment claim satisfying the requirements of clause 4.2 together with all other claims whatsoever (including in respect of any Entitlement) arising out of or in connection with the Work Under the Subcontract or the Subcontract Works. Watpac may at any time after the date that is 20 Business Days after the Date of Practical Completion, issue a duly completed deed of release in the form of Schedule 4. The Subcontractor must execute the Deed of Release and return it to Watpac within 5 Business Days.

4.6

Watpac may deduct or set off from any money payable by Watpac to the Subcontractor under or in connection with the Subcontract any debt or other moneys due, or which Watpac or a Watpac Entity claims to be due, to Watpac or that Watpac Entity from the Subcontractor whether under or in connection with the Subcontract, any other agreement (including any other agreement involving any of the parties referred to above), the Work Under the Subcontract, the Subcontract Works or otherwise.

4.7

Watpac may Direct the Subcontractor to carry out a Variation. No Variation shall be invalid or constitute a repudiation of the Subcontract on any ground, including the extent of work added or deleted. The right to Direct a Variation includes the right to omit work and have that omitted work carried out by Watpac or others. The Subcontractor shall have no Entitlement arising out of or in connection with any Variation or the addition, modification or deletion of Work Under the Subcontract other than as expressly provided in this clause 4.7. Watpac shall value each Variation using any rates or prices in Schedule 2 to the extent that Watpac

determines that such rates or prices are applicable, or if Watpac determines that they are not applicable, reasonable rates or prices. The value determined under this clause 4.7 shall be added to or deducted from the Subcontract Sum.

4.8 Without limiting clause 4.6 or any claim, right or entitlement Watpac may have against the Subcontractor, the parties acknowledge and agree that the Subcontractor's entitlement to payment in connection with any payment claim shall be \$0, except to the extent that the Subcontractor has:

- (a) in respect of all payment claims referred to in clause 4.2(a):
 - (i) submitted the relevant Lodgement Documentation on or before the date specified in the Details until the Date of Practical Completion; and
 - (ii) complied with, and continues to comply with, clauses 2.1, 2.2, 5.5, and 5.6; and
- (b) in respect of the payment claim referred to in clause 4.5:
 - (i) submitted the relevant Lodgement Documentation on or before 15 Business Days after the Date of Practical Completion; and
 - (ii) complied with, and continues to comply with, clauses 2.1, 2.2, 5.5, and 5.6.

4.9 The Subcontractor must submit the Lodgement Documentation to Watpac:

- (a) on the date specified in the Details until the Date of Practical Completion;
- (b) on the date that is 10 Business Days after the Date of Practical Completion; and
- (c) when otherwise requested by Watpac.

Lodgement Documentation must be dated, and completed to, the date of submission of the relevant Lodgement Documentation (which must not be earlier than the relevant times prescribed by this clause 4.9). The Subcontractor must not submit Lodgement Documentation earlier than the relevant times prescribed by this clause 4.9.

5. OTHER

5.1 Unless and to the extent that the context otherwise requires or indicates, nothing in this Subcontract limits or otherwise affects Watpac's rights and entitlements at Law.

5.2 Unless the Details provides that this clause 5.2 does not apply, the Subcontractor must provide security (as nominated in the Details):

- (a) by way of 2 unconditional bank guarantees (in a form approved by Watpac), each for 2.5% of the Subcontract Sum; or
- (b) by Watpac deducting retention moneys of 10% from each amount otherwise due to the Subcontractor under clause 4.4 up to a maximum of 5% of the Subcontract Sum as security.

Watpac may have recourse to, and is otherwise entitled to receive payment of, this security in whole or in part, at any time, without notice, and in Watpac's absolute discretion, including in respect of any debt due from the Subcontractor to Watpac or a Watpac Entity, or otherwise whenever Watpac or a Watpac Entity is entitled to, or claims to be entitled to, the payment of monies by the Subcontractor whether under or in connection with the Subcontract, any other agreement (including any other agreement in respect of any other project), the Work Under the Subcontract, the Subcontract Works or otherwise. The security shall be reduced to 2.5% of the Subcontract Sum within 14 days of the Date of Practical Completion. The balance of the security then held by Watpac (and not applied) shall be released and returned to the Subcontractor within 14 days of the expiry of the last Defects Liability Period.

5.3 Without limiting clause 5.4, the Subcontractor must pay all costs in making good, as required by Watpac, any damage that it causes to any part of the Subcontract Works or any other goods, materials or equipment provided to the Subcontractor by Watpac. The Subcontractor must protect its own work until it is finished and handed over to Watpac and all Defects rectification work has been completed. The Subcontractor is responsible for the protection, care and maintenance of the Subcontract Works and items (including unfixed materials and/or goods) accounted for in any payment schedule until 4:00pm on the Date of Practical Completion. If loss or damage occurs to any part of anything for which the Subcontractor is responsible for the protection, care and maintenance under this clause 5.3 while the Subcontractor has such responsibility, the Subcontractor must promptly make good the loss or damage.

5.4 The Subcontractor must ensure that no loss or damage to any real or personal property, no delay to the progress of the work by third parties (including contractors and subcontractors) carrying out work on the Site, and no injury to or death of any person, arises out of,

or in connection with the Work Under the Subcontract or any act or omission of the Subcontractor, any secondary subcontractor or any of their respective employees or agents. The Subcontractor indemnifies Watpac against any damage, expense, loss or liability suffered or incurred by Watpac arising out of or in connection with any loss of or damage to any property real or personal, any claim by third parties (including contractors and secondary subcontractors) carrying out work on the Site for costs associated with any delay to the progress of their works and any claim or proceeding in respect of personal injury to or death of any person, arising out of or in any way in connection with any act or omission of the Subcontractor, any secondary subcontractor or any of their respective employees or agents, but the Subcontractor's liability to indemnify Watpac shall be reduced proportionately to the extent that a negligent act or omission of Watpac contributed to the loss, damage, delay, injury or death.

5.5 The Subcontractor must on and from the date of commencement of any part of the Work Under the Subcontract (whether on the Site or otherwise) have in place the insurance policies set out in the Details in the amounts and for the periods set out in the Details. Such insurance policies must (unless otherwise agreed in writing by Watpac) be in the joint names of the Subcontract and Watpac and contain cross-liability and waiver of subrogation provisions, and otherwise in each case be on terms and with an insurer approved by Watpac. The Subcontractor must, before the earlier of commencement of the Work Under the Subcontract and the date that is 7 days after the date of the Subcontract, and when otherwise requested by Watpac, provide to Watpac evidence (satisfactory to Watpac) that any required insurance cover has been effected and is current (including copies of the certificate of currency, and, if required by Watpac, the policy of insurance). If the Subcontractor fails to produce evidence of compliance with its obligations under this clause 5.5 to the satisfaction and approval of Watpac, Watpac may effect and maintain the insurance and pay the premiums. The amount paid shall be a debt due from the Subcontractor to Watpac.

5.6 The Subcontractor must not, without Watpac's prior written consent, assign the Subcontract or any right, benefit or interest under it. The Subcontractor must not subcontract, or allow a secondary subcontractor to subcontract, any part of the Work Under the Subcontract without the prior written approval of Watpac. Notwithstanding any approval by Watpac to subcontract, the Subcontractor shall be liable to Watpac for the acts, defaults and omissions of its secondary subcontractors as if they were those of the Subcontractor. The Subcontractor must itself provide and, in respect of secondary subcontractors, obtain and provide from such secondary subcontractors, for the benefit of Watpac and the Principal the guarantees and warranties, nominated by Watpac and in the form required by Watpac. If additional guarantees or warranties are available, the Subcontractor must obtain them and ensure that they are provided for the benefit of Watpac and the Principal. If the Subcontractor fails to itself provide, or obtain and provide from secondary subcontractors, any of the guarantees or warranties which it is required to obtain and provide under this clause 5.6, the Subcontractor will be deemed to have provided such guarantees or warranties directly in favour of Watpac and the Principal.

5.7 The Queensland Code of Practice for the Building and Construction Industry ("Queensland Code") applies to the Subcontract. By accepting this Subcontract, the Subcontractor warrants and agrees that it will be taken to have read and understood, and that it will comply with the Queensland Code.

5.8 Without limiting clauses 5.15 and 5.16, the Subcontractor must comply with all Laws, including in respect of industrial matters and codes of conduct which apply or may apply to the Work Under the Subcontract or the Site. The Subcontractor must for all employees engaged by the Subcontractor, ensure that the rates of pay and terms of employment in all relevant industrial instruments and any relevant Laws are always observed in full.

5.9 The Subcontractor acknowledges that Watpac may have been engaged as principal contractor for the Subcontract Works (including as part of a broader project). The Subcontractor must:

- (a) provide all required assistance to Watpac in carrying out its obligations under the WHS Act and the WHS Regulation, including any obligations Watpac may have as principal contractor (if applicable);
- (b) not do, or omit to do, and must ensure that its secondary subcontractors, do not do, or omit to do, anything that would put Watpac in breach of the WHS Act or the WHS Regulation, including as principal contractor (if applicable); and
- (c) ensure that it complies with all Directions given by Watpac in relation to work health and safety.

5.10 Without limiting any other provision of the Subcontract, Watpac may:

- (a) either itself or by a third party, carry out an obligation under the Subcontract which the Subcontractor has failed to perform, or which Watpac determines is required to be performed due to an act, omission or default of the Subcontractor or its employees, agents or secondary subcontractors; and
- (b) without limiting (a) of this clause 5.10, pay directly to any secondary subcontractor any amount which is due, or which the relevant secondary subcontractor claims to be due, from the Subcontractor to the relevant secondary subcontractor.

The costs incurred by Watpac and the amounts paid to secondary subcontractors by Watpac, under this clause 5.10 shall be a debt due from the Subcontractor to Watpac.

5.11 If:

- (a) the Subcontractor breaches any term, condition or warranty of the Subcontract; or
- (b) an Insolvency Event occurs,

Watpac may, by written notice to the Subcontractor, do either of the following:

- (c) terminate the Subcontract; or
- (d) take all or any part of the Work Under the Subcontract out of the hands of the Subcontractor.

5.12 Watpac may terminate the Subcontract by written notice to the Subcontractor at any time for any reason (including where the head contract between Watpac and the Principal is terminated) and may in its absolute discretion then either itself or by engaging other contractors, complete any of the Work Under the Subcontract remaining to be completed. Subject to and without limiting any other rights of Watpac, if Watpac terminates the Subcontract under this clause 5.12 Watpac must pay the Subcontractor for Work Under the Subcontract performed before the date of termination, being the amount which would have been payable if the Subcontract had not been terminated and the Subcontractor had made a payment claim under clause 4.2 on the date of termination. The Subcontractor's entitlement to payment under this clause 5.12 is its sole Entitlement in connection with Watpac's exercise of its rights under this clause 5.12.

5.13 The Subcontractor must in respect of Personal Information held in connection with the Subcontract comply with any law which relates to the privacy of information about individuals and with which the Subcontractor must comply, including the Australian Privacy Principles under the *Privacy Act 1988* (Cth), any applicable code of practice and any applicable State or Territory privacy legislation. In this clause, Personal Information has the meaning given in the *Privacy Act 1988* (Cth) and includes sensitive information and health information as defined under that Act.

5.14 The Subcontractor must ensure that for a period of 7 years following the Date of Practical Completion, its employees, secondary subcontractors and employees of its secondary subcontractors:

- (a) immediately inform the Subcontractor and Watpac in writing of any personal injury or illness that occurs or is suffered on Site or otherwise in connection with the performance of the Work Under the Subcontract and undergo a medical examination by a medical practitioner of Watpac's choosing if and when required by Watpac in connection with such injury or illness; and
- (b) immediately provide to the Subcontractor and Watpac any medical records or reports the worker has obtained or which are otherwise requested by Watpac relating to an injury or illness referred to in paragraph (a) together with written consents to the relevant medical practitioner providing the record or report.

If Watpac provides to the Subcontractor a collection statement in any form which may be required by the Australian Privacy Principles under the *Privacy Act 1988* (Cth), any other Law or Watpac from time to time, the Subcontractor must ensure that such collection statement is provided to the relevant employee in connection with the collection of any personal (including sensitive) information as required by this clause 5.14. The Subcontractor shall have no Entitlement against Watpac arising out of or in connection with compliance with this clause 5.14. This clause 5.14 shall survive the termination or expiry of the Subcontract.

5.15 Building Code

5.15.1 Interpretation

Except to the extent otherwise expressly provided in clause 1, in this clause 5.15:

- (i) terms used have the meanings given to them in the Building Code; and
- (ii) other than in clause 5.15.3(iii)(E), 'building work' means 'building work' (as defined in the Building Code) forming part of the Work Under the Subcontract.

5.15.2 General (all projects)

- (i) By entering into this Subcontract the Subcontractor is deemed to have read and agreed to comply with all of the obligations, requirements and restrictions that apply to a code covered entity set out or referred to in the Code for the Tendering and Performance of Building Work 2016 ("Building Code"), as if the Subcontractor was a code covered entity under the Building Code. Copies of the Building Code are available at <https://www.abcc.gov.au/building-code/building-code-2016>.
- (ii) Without limiting clause 5.15.2(i), the Subcontractor:
 - (A) must respond to any requests for information made by Watpac concerning matters relating to the Building Code;

- (B) must, in relation to building work, report actual or threatened industrial action that is not protected action by employees of Watpac to Watpac as soon as practicable, but no later than 24 hours, after becoming aware of the threat or action;
- (C) must, to the extent reasonably practicable, take steps to prevent or bring an end to industrial action that is not protected action taken by the employees of Watpac;
- (D) must, in relation to building work, report any request or demand by a building association, whether made directly or indirectly, that the Subcontractor or secondary subcontractor engage in conduct that appears to be for the purposes of a secondary boycott within the meaning of the *Competition and Consumer Act 2010* (Cth) to Watpac as soon as practicable, but no later than 24 hours, after the request or demand is made;
- (E) must comply with Watpac's approach to managing drug and alcohol issues in the workplace to help ensure that no person attending the Site to perform building work does so under the influence of alcohol or drugs listed in Schedule 4 of the Building Code;
- (F) must notify Watpac and the ABCC of a breach, or a suspected breach, of the Building Code as soon as practicable, but no later than 2 working days after becoming aware of the breach or suspected breach and advise Watpac and the ABCC of the steps proposed to be taken to rectify the breach;
- (G) where a notification under clause 5.15.2(ii)(F) is made in relation to a breach of this clause 5.15.2, must notify Watpac of the steps taken to rectify the breach within 10 days of providing the notification; and
- (H) comply with, and ensure all secondary subcontractors comply with, the WRMP applicable in respect of the Work under the Subcontract (if any).

The Subcontractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth) and the Building Code and must ensure that it and its secondary subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including requests for entry under section 72 of the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth), requests to interview any person under section 74 of the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth), requests to produce records or documents under sections 74 and 77 of the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth) and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.

5.15.3 Commonwealth Funded Projects

- (i) This clause 5.15.3 applies unless otherwise stated in the Details.
- (ii) Without limiting clause 5.15.2, the Subcontractor must:
 - (A) comply with, and must ensure that each of its related entities, comply with the Building Code in respect of building work; and
 - (B) report actual or threatened industrial action (whether protected industrial action under section 8 of the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth) or industrial action that is not protected) by employees of Watpac to Watpac as soon as practicable, but no later than 24 hours, after becoming aware of the threat or action;
- (iii) The Subcontractor must ensure that it and its secondary subcontractors:
 - (A) are not covered by, and do not have related entities which are covered by, an enterprise agreement that does not meet the requirements of section 11 of the Building Code;
 - (B) are not subject to an exclusion sanction;
 - (C) have not had an adverse decision, direction or order made by a court or tribunal for a breach of the *Building and Construction Industry (Improving Productivity Act) 2016* (Cth), a designated building law, work health and safety law or competition and consumer law and failed to comply with the decision, direction or order;
 - (D) will only use products in relation to the Subcontract Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia; and
 - (E) unless approved otherwise by the ABC Commissioner, are not excluded from performing building work funded by a state or territory government.
- (iv) The Subcontractor must:
 - (A) without limiting and notwithstanding clause 5.15.3(ii)(A), ensure that remedial action is taken to rectify any behaviour on the part of it and its secondary subcontractors that is non-compliant with the Building Code;
 - (B) advise Watpac every six months during the performance of its obligations under this Subcontract whether:
 - 1. it has in the preceding 6 months or since it last advised Watpac (whichever is earliest), had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the *Migration Act 1958* (Cth);
 - 2. it or its related entities have in the preceding 6 months or since it last advised Watpac (whichever is earliest) been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a building contractor or building industry participant; or

3. owed any unsatisfied judgment debts to a building contractor or building industry participant; and
- (C) must only enter into a subcontract with a secondary subcontractor for any of the Work Under the Subcontract where:
1. the secondary subcontractor has submitted to Watpac a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 2. the subcontract with the secondary subcontractor contains clauses in substantively the same form as this clause 5.15.
- (v) Compliance with the Building Code shall not relieve the Subcontractor from responsibility to perform its obligations under this Subcontract, or from liability for any Defect in the Subcontract Works arising from compliance with the Building Code.

5.16 Queensland Code

5.16.1 Definitions

In this clause 5.16, words and expressions that are defined in the Queensland Code, unless the context otherwise indicates, the same meaning as in the Queensland Code. The Queensland Code is available at:
http://www.justice.qld.gov.au/_data/assets/pdf_file/0010/8974/ir-buildandconst-code.pdf.

5.16.2 Primary obligation

The Subcontractor must at all times comply with, and meet any obligations imposed by, the Queensland Code.

The Subcontractor must notify any Queensland Government agency (that administers compliance under the Queensland Code, from time to time), Watpac and the Principal of any alleged breaches of the Queensland Code and of remedial action taken, within 24 hours of becoming aware of the possible non-compliance.

Where the Subcontractor is authorised to engage a secondary subcontractor, and it does so, the Subcontractor must ensure that any secondary subcontract imposes on the secondary subcontractor equivalent obligations to those in this clause 5.16 (under a heading "Queensland Code"), including that the secondary subcontractor must comply with, and meet any obligations imposed by, the Queensland Code.

The Subcontractor must not appoint or engage another party in relation to the Subcontract Works where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

5.16.3 Access and information

The Subcontractor must:

- (a) maintain adequate records of compliance with the Queensland Code by it, its secondary subcontractors and their respective related entities; and
- (b) allow, and take reasonable steps to facilitate, Queensland Government authorised personnel to:
 - (i) enter and have access to sites and premises controlled by the Subcontractor, including the Site;
 - (ii) inspect any work, material, machinery, appliance, article or facility;
 - (iii) access information and documents;
 - (iv) inspect and copy any record relevant to the Subcontract Works;
 - (v) have access to personnel; and
 - (vi) interview any person,

as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code, by the Subcontractor, its secondary subcontractors and their respective related entities.

The Subcontractor, and its related entities, must agree to, and comply with, a request from Queensland Government authorised personnel for the production of specified documents by a certain date, whether in person, by post or electronic means.

5.16.4 Sanctions

The Subcontractor warrants that at the time of entering into this Subcontract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.

If the Subcontractor does not comply with, or fails to meet any obligation imposed by, the Queensland Code, a sanction may be imposed against it in connection with the Queensland Code.

Where a sanction is imposed:

- (a) it is without prejudice to any rights that would otherwise accrue to the parties; and
- (b) the State of Queensland (through its agencies and Ministers) are entitled to:
 - (i) record and disclose details of non-compliance with the Queensland Code and the sanction; and
 - (ii) take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the Subcontractor, or its related entities, in respect of work to which the Queensland Code applies.

5.16.5 Compliance

The Subcontractor bears the cost of ensuring its compliance with the Queensland Code. The Subcontractor is not entitled to make a claim for reimbursement or an extension of time from Watpac, the Principal, the State of Queensland or the Commonwealth, and otherwise has no Entitlement, for such costs or extension of time.

Compliance with the Queensland Code does not relieve the Subcontractor from responsibility to perform the Work Under the Subcontract, the Subcontract Works or any other obligation under the Subcontract, or from liability for any Defect in the Subcontract Works or from any other legal liability, whether or not arising from its compliance with the Queensland Code.

Where a change in the Subcontract or Subcontract Works is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Subcontractor must immediately notify Watpac and the Principal of the change, or likely change and specify:

- (a) the circumstances of the proposed change;
- (b) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and
- (c) what steps the Subcontractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a workplace health and safety management plan),

and Watpac will direct the Subcontractor as to the course it must adopt within 10 Business Days of receiving notice.

5.17 GST

Except for terms which are defined in the Subcontract, capitalised expressions set out in this clause 5.17 bear the same meaning as those expressions in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Unless the Subcontract provides otherwise, and subject to this clause 5.17, any consideration that may be provided for under the Subcontract is exclusive of GST. If a party makes a Taxable Supply in connection with the Subcontract for a consideration which represents its Value, then the Recipient of the Taxable Supply must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply.

To the extent that one party is required to reimburse another party for costs incurred by the other party, those costs do not include any amount in respect of GST for which the other party is entitled to claim an Input Tax Credit.

To the extent that any Consideration payable to a party under the Subcontract is determined by reference to another amount, the GST exclusive amount of the other amount must be used.

Despite any other clause of the Subcontract, it is agreed that:

- (a) Watpac is entitled to issue Tax Invoices in the form of a Recipient Created Tax Invoice in respect of Taxable Supplies the Subcontractor makes to Watpac;
- (b) the Subcontractor will not issue Tax Invoices in respect of the Taxable Supplies the Subcontractor makes to Watpac; and
- (c) if, notwithstanding the above, the Subcontractor issues, or purports to issue, a Tax Invoice that Tax Invoice will be taken to be a payment claim issued under clause 5.17.

Watpac may issue an adjustment note in relation to GST adjustment events, where appropriate. The Subcontractor warrants that it is registered for GST at the date of the Subcontract and agrees that it will notify Watpac if it ceases to be registered.

5.18 Notices

- (a) Subject to Clause 5.18(b), any notice, demand, consent or other communication given or made under this Subcontract which is in writing:
- (i) must either be delivered to the intended recipient:
 - (A) by prepaid post or by hand, by facsimile transmission or via the Electronic Portal, to the address, facsimile transmission number or in accordance with the Electronic Portal details, last notified by the intended recipient to the sender; or
 - (B) by email:
 - 1. which, where being sent by the Subcontractor, must have a subject heading of the email containing the name of the notice that is being given in the following format: "[name of project] Minor Works Subcontract – [name of notice]" – so that the nature of the email is readily identifiable by the recipient; and
 - 2. to the email address last notified by the intended recipient to the sender; and
 - (ii) will be taken to be duly given or made:
 - (A) in the case of delivery in person, when delivered;
 - (B) in the case of delivery by post by:
 - 1. regular prepaid post or registered post, 6 Business Days after the date of posting;
 - 2. priority prepaid post or priority registered post, 4 Business Days after the date on which the notice was posted; and
 - 3. using express post, 2 Business Days after posting;
 - (C) in the case of facsimile transmission, on receipt by the sender of a transmission control report from the despatching facsimile machine showing the relevant number of pages, the correct destination facsimile machine number and the result of the transmission as "OK" (or equivalent wording);
 - (D) in the case of sending via the Electronic Portal, immediately upon the notice being successfully uploaded to, or sent to the recipient via, the Electronic Portal; and
 - (E) in the case of sending via email, immediately upon the email being sent, unless the sender receives an automatically generated notification from the recipient, or the recipient's email system, that the notice or relevant email has not been delivered or received or that the delivery of the notice or relevant email has been delayed ('bounce back notification'), in which case the notice is not taken to have been effected,

but if the facsimile, email (other than where the sender receives a bounce back notification from the recipient or the recipient's email system) or Electronic Portal transmission is received after 4.00 pm on any day, or on a day that is not a Business Day, it will (unless it is a payment schedule or any notice issued by Watpac under the Security of Payment Legislation) be taken to have been duly given or made at the commencement of business on the next Business Day in that place.
- (b) Notices to be given or served by the Subcontractor under, or in connection with, the Security of Payment Legislation must not be served via email or the Electronic Portal.

5.19 Adjudication under the Security of Payment Legislation

Where the Subcontractor disputes any part of a payment schedule issued by Watpac in relation to this Subcontract, the Subcontractor may, where it is otherwise entitled to do so under the Security of Payment Legislation, refer the payment dispute to adjudication in accordance with the Security of Payment Legislation and the parties must give effect to the relevant adjudication determination to the extent they are required to do so in accordance with the Security of Payment Legislation unless and until:

- (a) such determination is reversed, overturned or otherwise changed by Law; or
- (b) the parties are not (including by operation of Law or pursuant to an order of the court) otherwise required to comply with the relevant adjudication determination or purported adjudication determination.

Schedule 1 DETAILS

Electronic Portal:	[Aconex] [Other] [Not applicable]
Principal:	[insert]
Site:	[As shown on attached sketch or if no sketch is attached, the areas to which the Subcontractor is provided access to carry out the Work Under the Subcontract.]
Subcontract documents:	[insert additional documents which form part of the Subcontract]
Subcontract Sum:	Select one of the following: Watpac has accepted the lump sum of \$[#] (excluding GST) for all Work Under the Subcontract Watpac has accepted the rates and prices in Schedule 2 for all Work Under the Subcontract Watpac has accepted: (a) the lump sum of \$[#] (excluding GST) for [#insert description of lump sum work #]; and (b) the rates and prices in Schedule 2 for [# insert description of schedule of rates work #]]
Progressive Payment Claim Reference Date and submission of Lodgement Documentation:	The [insert] day of each month for work completed to the [insert] day of each month. [If nothing stated, the 27th day of each month for work completed to the 27th day of each month]
Time for payment:	[insert] [If nothing stated, 25 Business Days after submission of the payment claim]
Application of clause 5.2 and form of security:	Clause 5.2 applies unless otherwise stated below. Form of security: [unconditional bank guarantees/retention moneys/not applicable]
Public and products liability insurance:	\$10,000,000 minimum per occurrence from the date of commencement of any part of the Work Under the Subcontract (whether on Site or otherwise) until the expiry of the last Defects Liability Period.
Worker's compensation insurance:	Unlimited for statutory liability and unlimited for common law liability (unless prevented by Law, in which case an amount not less than the minimum amount required by Law) from the date of commencement of any part of the Work Under the Subcontract (whether on Site or otherwise) until the expiry of the last Defects Liability Period.
Date of the Subcontract:	The date on which the Formal Instrument of Agreement was executed by the last party to execute the Formal Instrument of Agreement.
Date of expiry of the Defects Liability Period:	12 months after practical completion under the head contract between Watpac and the Principal
Commonwealth Funded Building Code provisions:	Clause 5.15.3 [applies] / [does not apply] If nothing stated, clause 5.15.3 applies.

Schedule 2 SCHEDULE OF RATES

The rates listed in this Schedule 2 are only to be used if the Details states that a portion of the Subcontract Sum is based on these rates or in pricing Variations under clause 4.7.

The rates and prices contained in this Schedule are inclusive of the Subcontractor's preliminaries (including on-Site overheads, administration costs, establishment costs, supervision and attendance), profit and off-Site overheads.

As set out in the attached [insert number] pages

Schedule 3 STATUTORY DECLARATION

(Clause 4.2)

I, _____
(full name)

of _____
(address)

do solemnly and sincerely declare that, in relation to the Subcontract between **Watpac Construction Pty Limited ABN 71 010 462 816 ("Watpac")** and [insert] ("**Subcontractor**") for the [insert package] at [insert project], after having made enquiries:-

1. I hold the position of [insert].
2. I am in a position to know the facts contained herein and I am duly authorised to bind the Subcontractor by the terms of this declaration.
3. All secondary subcontractors, consultants and suppliers who have at any time been engaged by the Subcontractor in connection with the Work Under the Subcontract have been paid all amounts which as at the date of submission by the Subcontractor of Payment Claim No. [insert claim number] are due and payable to them in respect of, or in connection with, the Work Under the Subcontract.
4. All the Subcontractor's workers (including employees or contractors) who at any time have been engaged by the Subcontractor for, or in connection with, the Work Under the Subcontract:
 - a. have been paid all monies due and payable to them, and payable to any third party on their behalf, up to the date of submission by the Subcontractor of Payment Claim No. [insert claim number]; and
 - b. have otherwise received or had accrued to their account all benefits to which they are entitled as at the date of submission by the Subcontractor of Payment Claim No. [insert claim number] in respect of their employment or work in respect of, or in connection with, the Subcontract pursuant to any award, enterprise agreement, Act or Regulation.
5. The Subcontractor has been paid all that is due and payable to it under the Subcontract up to the date of submission by the Subcontractor of Payment Claim No. [insert claim number] under the Subcontract.
6. The Subcontractor has complied with the Code for the Tendering and Performance of Building Work 2016.
7. The Subcontractor has paid all relevant fees and maintains all insurance policies the Subcontractor is required to maintain under the Subcontract.
8. The Subcontractor is solvent and able to meet its debts as and when they fall due.
9. The Subcontractor has claimed for all Work Under the Subcontract performed to the date of submission by the Subcontractor of Payment Claim No. [insert claim number] and releases Watpac from and in respect of all claims not notified to Watpac under the Subcontract or included in Payment Claim No. [insert claim number].
10. The Subcontractor has been informed (by statutory declaration in equivalent terms to this declaration) by each of its secondary subcontractors, consultants and suppliers engaged by the Subcontractor in connection with the Work Under the Subcontract that all their respective employees, subcontractors, suppliers and consultants have been paid all remuneration and other amounts or benefits due and payable to them in connection with the Work Under the Subcontract.

AND I MAKE this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1867* (Qld).

Subscribed and declared at _____ in _____ on [insert date]

Before me:

Signature of witness

Signature of Declarant

Name of witness
(BLOCK LETTERS)

Address of witness

Qualification

[Note: This statutory declaration must be witnessed by a duly authorised person.]

Schedule 4 DEED OF RELEASE

Deed Poll dated

PROJECT: [insert]
JOB NUMBER: [insert]
SUBCONTRACTOR: [insert]
("Subcontractor")
SUBCONTRACT NO: [insert]
SUBCONTRACT: [insert]
("Subcontract")
TRADE: [insert]

This Deed Poll is made in favour of **Watpac Construction Pty Limited ABN 71 010 462 816 ("Watpac")**

1. The Subcontractor agrees that the agreed final Subcontract Sum, together with all other amounts payable by Watpac to the Subcontractor in connection with the Subcontract and the Work Under the Subcontract, is [insert] (plus GST).
2. The Subcontractor hereby releases and discharges Watpac to the extent permitted by law from and against all liability, causes of action, rights, entitlements and claims (including liability, causes of action, rights, entitlements and claims based on statute, common law (including in tort, for negligence or otherwise), unjust enrichment or equity) arising out of or in connection with the Subcontract, the Work Under the Subcontract or the Subcontract Works.
3. This Deed Poll may be relied on and enforced by Watpac in accordance with its terms even though Watpac is not a party to it. This Deed Poll may be amended only by another deed approved in writing by Watpac.
4. The Subcontractor warrants to Watpac that:
 - (a) all remuneration and other entitlements payable to or on behalf of the Subcontractor's employees for Work Under the Subcontract have been paid;
 - (b) all amounts due to the Subcontractor's secondary subcontractors in respect of Work Under the Subcontract have been paid; and
 - (c) all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Subcontract and payable by the Subcontractor have been paid.
5. Unless the context otherwise requires, words defined in the Subcontract have the same meanings in this Deed Poll.

Executed as a deed poll

Executed by [] ACN [] in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by being signed by authorised persons for the company:

)
)
)
)

Director

Director (or Company Secretary)

Full name

Full name

Schedule 5 TECHNICAL DOCUMENTS

Reference and insert Technical Scope of Works, list of drawings, specifications and other documents.

As set out in the attached [insert number] pages.

Schedule 6 **SPECIAL CONDITIONS OF SUBCONTRACT**

As set out in the attached [insert number] pages.